

Verizon in accordance with Section 10 of this Attachment. Verizon shall provide [Marion Telephone](#) with such IOF in accordance with, but only to the extent required by, Applicable Law. Verizon will not install new electronics, and Verizon will not build new facilities.

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- 11.2 If and, to the extent that, [Marion Telephone](#) has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and [Marion Telephone](#) has a right under Applicable Law to convert (and wishes to convert) such transport to unbundled IOF under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, [Marion Telephone](#) shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs.

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12. Signaling Networks and Call-Related Databases

- 12.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by [Marion Telephone](#), Verizon shall provide [Marion Telephone](#) with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with this Section 12 and the rates and charges provided in the Pricing Attachment. Such access shall be provided by Verizon in accordance with, but only to the extent required by, Applicable Law.

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- 12.2 [Marion Telephone](#) shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve [Marion Telephone](#)'s Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the [Marion Telephone](#) information Verizon requires to provide such call-related functionality is resident in a database, [Marion Telephone](#) will provide Verizon with the access and authorization to query [Marion Telephone](#)'s information in the databases within which it is stored.

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- 12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport signaling messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by [Marion Telephone](#) to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of [Marion Telephone](#).

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- 12.4 Regardless of the manner in which [Marion Telephone](#) obtains CCS Interconnection, [Marion Telephone](#) shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

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- 12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between

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their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.

12.6 The Parties will follow all OBF-adopted standards pertaining to CIC/OZZ codes.

12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called Party to the other Party.

12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of [Marion Telephone](#) signaling systems to the public Internet Protocol network may expose [Marion Telephone](#) and Verizon signaling systems and information to interference by third parties. [Marion Telephone](#) shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. [Marion Telephone](#) shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.

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12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge [Marion Telephone](#) in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. [Marion Telephone](#) shall charge Verizon rates equal to the rates Verizon charges [Marion Telephone](#), unless [Marion Telephone](#)'s Tariffs for CCS signaling provide for lower generally available rates, in which case [Marion Telephone](#) shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

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13. Operations Support Systems

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Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide [Marion Telephone](#) with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide [Marion Telephone](#) with such access in accordance with, but only to the extent required by, Applicable Law. All such transactions shall be submitted by [Marion Telephone](#) through such electronic interfaces.

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14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by [Marion Telephone](#) for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. [Marion Telephone](#) shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

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14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by Applicable Law.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.

14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives

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such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) [Marion Telephone](#) reports to Verizon a Customer trouble, (b) [Marion Telephone](#) requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then [Marion Telephone](#) shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by [Marion Telephone](#) is not available at the appointed time. [Marion Telephone](#) accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of [Marion Telephone](#) instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to [Marion Telephone](#) by Verizon. If as the result of [Marion Telephone](#) instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to [Marion Telephone](#) by Verizon. Verizon agrees to respond to [Marion Telephone](#) trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier. Verizon will respond after hours (Over Time) but Marion Telephone may be required to pay overtime charges (attached). If Verizon causes Marion Telephone to go to customer premises and service is not ready, Marion Telephone will charge Verizon for Marion Telephones technician's service call.

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16. Combinations

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to [Marion Telephone](#), Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall

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make the Combo Requirements publicly available in an electronic form.

17. Rates and Charges

The rates and charges for UNEs, Combinations and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

18. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with [Marion Telephone](#) reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to [Marion Telephone](#), in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating [Marion Telephone](#)'s interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to [Marion Telephone](#) only to the extent required by Applicable Law and may decline to provide Collocation to [Marion Telephone](#) to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Collocation Attachment, nothing in this Collocation Attachment shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by [Marion Telephone](#) to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51. Subject to the foregoing, Verizon shall provide Collocation to [Marion Telephone](#) in accordance with the rates, terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

Upon request from Marion Telephone, Verizon will provide the V & H coordinates, maps, address, number of lines, and E911 addresses and numbers of the lines associated with each CO, Wire Center, and/or MDF in a given exchange. At Marion Telephones request an engineer will meet with them to provide and clarify any information regarding the above. Marion Telephone maybe charged a hourly fee.

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911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 [Marion Telephone](#) may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which [Marion Telephone](#) provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide [Marion Telephone](#) with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, [Marion Telephone](#) and Verizon will negotiate arrangements to connect [Marion Telephone](#) to the 911 service in accordance with applicable state law.

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1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the technically feasible Point of Interconnection on Verizon's network at which the Parties interconnect, or other points as necessary and mutually agreed, and as required by law or regulation.

1.3 Within thirty (30) days of its receipt of a complete and accurate request from [Marion Telephone](#), to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide [Marion Telephone](#), where Verizon offers 911 service, with the following at a reasonable fee, if applicable:

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1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where [Marion Telephone](#) is providing, or represents to Verizon that it intends to provide within sixty (60) days of [Marion Telephone](#)'s request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

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1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which [Marion Telephone](#) plans to offer Telephone Exchange Service;

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1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;

1.3.6 prompt return of any [Marion Telephone](#) 911/E-911 data entry files containing errors, so that [Marion Telephone](#) may ensure the accuracy of the Customer records.

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2. Electronic Interface

[Marion Telephone](#) shall use, where available, the appropriate Verizon electronic interface, through which [Marion Telephone](#) shall input and provide a daily update of 911/E-911 database information related to appropriate [Marion Telephone](#) Customers. In

those areas where an electronic interface is not available, [Marion Telephone](#) shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards (NENA). [Marion Telephone](#) may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of [Marion Telephone](#) Customer information.

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3. 911 Interconnection

Verizon and [Marion Telephone](#) will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of [Marion Telephone](#) systems to the 911/E-911 platforms and/or systems.

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4. 911 Facilities

[Marion Telephone](#) shall be responsible for providing facilities from the [Marion Telephone](#) End Office to the 911 Tandem or selective router. [Marion Telephone](#) shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

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5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability (LNP) with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification (ALI) screen reflect two numbers: the "old" number and the "new" number assigned by [Marion Telephone](#). Therefore, for those ported telephone numbers using INP, [Marion Telephone](#) will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the Customer for entry into the 911/E-911 database system. Further, [Marion Telephone](#) will out pulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. [Marion Telephone](#) will include their NENA five character Company Identification ("COLD") for inclusion in the ALI display.

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5.1 [Marion Telephone](#) is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using [Marion Telephone](#)'s NENA COLD to lock and unlock records and the posting of [Marion Telephone](#)'s NENA COLD to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

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6. PSAP Coordination

Verizon and [Marion Telephone](#) will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

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7. 911 Compensation

[Marion Telephone](#) will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

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8. 911 Rules and Regulations

[Marion Telephone](#) and Verizon will comply with all applicable rules and regulations

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(including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in the State of [State].

9. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with [Marion Telephone](#) reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify [Marion Telephone](#) in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill [Marion Telephone](#), and [Marion Telephone](#) shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to [Marion Telephone](#) pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to [Marion Telephone](#) and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

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2. Verizon Telecommunications Services Provided to [Marion Telephone](#) for Resale Pursuant to the Resale Attachment

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- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

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2.1.1 The Charges for a Verizon Telecommunications Service purchased by [Marion Telephone](#) for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

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2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by [Marion Telephone](#) for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to [Marion Telephone](#) for resale pursuant to Section 251(c)(4) of the Act.

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2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to [Marion Telephone](#) for resale pursuant to Section 251(c)(4) of the Act.

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2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

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- 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
- 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
- 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
- 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by [Marion Telephone](#) pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

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2.3 Other Charges.

- 2.3.1 [Marion Telephone](#) shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to [Marion Telephone](#).

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3. [Marion Telephone](#) Prices

Notwithstanding any other provision of this Agreement, the Charges that [Marion Telephone](#) bills Verizon for [Marion Telephone](#)'s Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that [Marion Telephone](#)'s cost to provide such [Marion Telephone](#)'s Services to Verizon exceeds the Charges for Verizon's comparable Services and [Marion Telephone](#) has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

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4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its

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services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

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[INSERT APPLICABLE STATE APPENDIX A HERE]

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**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION
ATTACHMENT**

Technical Specifications and Requirements

for

Marion Telephone - ***Verizon Company Full Name 1 TXT***
Fiber Meet Arrangement No. [XX]

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The following technical specifications and requirements will apply to Marion Telephone -
Verizon Company Full Name 1 TXT Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

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1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and Marion Telephone's [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the State of [State]. A diagram of FM No. [XX] is included as Exhibit A-1.

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2. Fiber Meet Points ("FMPs").

- 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Wire Center.

- 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Marion Telephone to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and Marion Telephone will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.

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- 2.3 Marion Telephone will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Marion Telephone will be a [MANUFACTURER, MODEL]. Marion Telephone will bear the cost of installing and maintaining its FNID. The fiber patch panel within Marion Telephone's FNID will serve as FMP No. 2. Marion Telephone will provide a fiber stub at the fiber patch panel in Marion Telephone's FNID for Verizon to connect [] strands of its fiber cable. Marion Telephone's FNID will be locked, but Marion Telephone and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Marion Telephone's FNID.

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3. Transmission Characteristics.

- 3.1 FM No. [XX] will be built [as a ring configuration].
- 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

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3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].

3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.

3.5 The optical transmission rate will be [Unidirectional] OC-[XX].

3.6 The path switch protection shall be set as [Non-Revertive].

3.7 Verizon and [Marion Telephone](#) shall provide [Primary Reference Source traceable timing].

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4. Add Drop Multiplexer.

4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide [Marion Telephone](#) with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.

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4.2 [Marion Telephone](#) will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. [Marion Telephone](#) will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, [Marion Telephone](#) must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in [Marion Telephone](#)'s Add Drop Multiplexer.

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4.3 [Marion Telephone](#) and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.

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4.4 The Data Communication Channel shall be disabled between the Verizon and [Marion Telephone](#) Add Drop Multiplexers of FM No. [XX].

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5. Testing.

5.1 Prior to turn-up of FM No. [XX], Verizon and [Marion Telephone](#) will mutually develop and implement testing procedures for FM No. [XX]

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6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").

6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to [Marion Telephone](#) as a final step of turn up of the FM No. [XX].

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6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and [Marion Telephone](#) will control the CFA for the subtending facilities and trunks connected to [Marion](#)

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Telephone's slots. Marion Telephone will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Marion Telephone shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Marion Telephone's Add Drop Multiplexer in FM No. [XX].

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- 6.3 For two-way trunk arrangements, Marion Telephone shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Marion Telephone shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

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7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Marion Telephone will inventory FM No. [XX] in their operational support systems before the order flow begins.

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- 7.2 Verizon and Marion Telephone will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.

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- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Marion Telephone will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Marion Telephone's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].

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- 7.4 Verizon and Marion Telephone will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Marion Telephone will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

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8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.

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- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

Marion Telephone, LLC

VERIZON COMPANY FULL NAME 1 TXT

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By: _____

Date: _____

TO BE EXECUTED AT A LATER DATE

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Exhibit A-1

| [Marion Telephone](#) - ***Verizon Company Full Name 1 TXT*** Fiber Meet Arrangement
No. [XX]
City, State

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